

Affidavit



Indian-Non Judicial Stamp Haryana Government



Date : 29/04/2024

Certificate No. G0292024D1423



Stamp Duty Paid : ₹ 101

GRN No. 116009296



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Alpha corp development Private limited

H.No/Floor : 6th

Sector/Ward : 42

Landmark : Gvct golf course road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 83*****70



Purpose : STAMP PAPER FOR EXECUTION OF AFFIDAVIT to be submitted at Haryana real estate regulatory authority gurugram

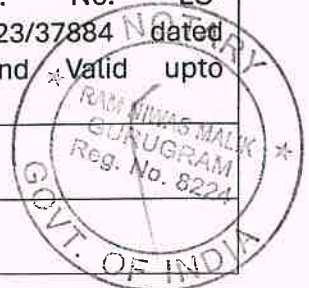
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AFFIDAVIT

4(2)(L)(D)

1. We are the Promoter of the project as per details given below: -

Sl. No.	Information Sought/Items	Details
1	Name of the project	ALPHACORP SKY1 (POCKET B)
2	Location of the project	Village Gurugram, Sector 15, Part II, Tehsil & District Gurugram, Manesar Urban Complex.
3	Area of the project under registration	2.3640625 Acres
4	Nature of the project	Group Housing Colony (Under Left Out Pocket Policy dated 14.06.2012).
5	Project Cost	Rs. 19188.80 Lacs
6	Number of Units	100
7	License Number and date of Validity of License	License No. 13 of 2018 dated 09.02.2018 and Renewal License vide Memo. No. LC-3156/JE(AK)/2023/37884 dated 07.11.2023 and *Valid upto 08.02.2028.
8	Date of Occupation certificate of the project as per registration application	09.10.2030
9	Date of Completion Certificate of the project as per registration application	09.03.2031



2. Keeping in view of the provisions of Section 4(2)(L)(D) of the Real Estate (Regulation & Development) Act, 2016, a separate account is to be maintained in a scheduled bank wherein 70% of the amounts realized from the allottees of the real estate project from time to time is to be deposited. Out of this account, only the costs of construction and land costs shall be covered and the amounts lying in this account shall be used only for that purpose.

[Handwritten signature]

3. Accordingly, to comply with the above provisions of law, we are opening the following three accounts:

Sl. No.	Type of Bank Account	Name and Branch of the Bank	Account Number
1	Master account of the project	HDFC Bank Limited, C-5/32, Safdarjung Development Area (SDA), New Delhi 110016	50200092148022
2	Separate RERA account of the project	HDFC Bank Limited, C-5/32, Safdarjung Development Area (SDA), New Delhi 110016	50200092148012
3	Free account of the promoter of the project	HDFC Bank Limited, C-5/32, Safdarjung Development Area (SDA), New Delhi 110016	00322000018784

1. **Master Account-** In this account, only the amount realized from the allottees of the real estate project from time to time shall be deposited.

We further undertake that there shall be no lien on this Account No. 50200092148022 opened in HDFC Bank Limited, Branch C-5/32, Safdarjung Development Area (SDA), New Delhi 110016.

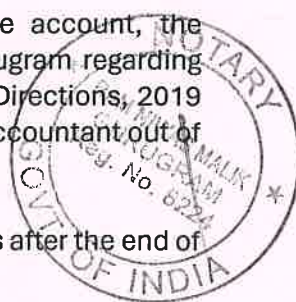
2. **Separate RERA Account-** as per provisions of RERA, a separate account is to be maintained by us i.e. promoter in a schedule bank wherein 70% or more (if directed by the authority in special circumstances) of the amounts realized from the allottees of the project is to be deposited as per section 4(2)(L)(D) of the act ibid to cover the costs of construction and land costs of the project and shall be used for that purposes. This shall be a no lien account.

We further undertake that the amounts from the separate account shall be withdrawn by us after it is certified by an engineer, architect and the chartered accountant in practice that withdrawal is in proportionate to the completion of the project.

We further undertake that to withdraw the amounts from this separate account, the regulation/directions of the Haryana Real Estate Regulatory Authority, Gurugram regarding withdrawal from the RERA account, the real estate project's Bank Account Directions, 2019 shall be strictly followed. We shall engage the engineer/architect/chartered accountant out of the panel if prepared by the authority and shall be paid at the specified rates.

We further undertake that we shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice.

We further undertake that the statement of accounts duly certified and signed by the chartered accountant shall be submitted to the authority with a verification that the amounts collected for a particular project have been utilized for that project only and withdrawals have been in proportion to the percentage of the completion of the project, within one month from the date of certificate issued by the chartered accountant.



Golf View
Capitala Tower
Sector-11

We further undertake to produce a statement of accounts along with amount withdraw and statement of accounts for every quarter within 15 days after the end of the quarter.

3. **Promoter's Free Account for the project:** The promoters free account means an account wherein the residual amount after depositing 70% or more (if directed by the authority in special circumstances) of the amount realized from the allottees in the RERA account is deposited.

We further undertake that the Promoter shall create no lien on the Master account as well as the RERA account.

We further undertake that we have entered into an understanding/agreement with the authorized signatory/manager of the bank and authorized the bank to transfer 70% amount in the RERA account and 30% in the Free account as and when the amount is received in the Master account.

We further undertake that RERA may in special circumstances, direct the bank to transfer more than 70% amount in the RERA account which may go up to 100% in certain eventualities and there may be a situation where some additional amount must be deposited by the promoter.

In the case of ongoing projects total amount realized from the allottees of the sold inventory is 70% of the total amount shall be deposited in the RERA account minus the expenditure after adjustment of expenditure paid and incurred on land and construction work.

We further undertake that in case the expenditure paid and incurred is more than the deficit amount the same shall be deposited by the promoters from their own resources.

We further undertake that RERA shall have the right and the authority to call for information not only of the Master account, RERA account but also from the Free account as and when affairs of the promoters are under investigation of the authority.


(DEPONENT)

Verification:

This affidavit is further conceded and agreed to so long in respect of provisions where obligations of the banks have been created.

Signed by me Authorized Signatory/In witness thereof:

1. NITESH DEWAN

2. DEVENDER SHARMA




ATTESTED

RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA




(DEPONENT)

30 MAY 2024